

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder

Recorded at the request of  
**First American Title Company**

MF  
2/18/2005  
11:37 AM

RECORDING REQUESTED BY  
First American Title Company  
ESCROW NO. 4009-1635611(LB)

DOC#: **2005013392**



Titles: 2 Pages: **109**

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

WHEN RECORDED MAIL TO:  
State of California  
Department of Parks and Recreation  
Office of Acquisitions and Real Property  
Services  
One Capitol Mall, Suite 500  
Sacramento, CA 95814

**OFFICIAL STATE BUSINESS: EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T  
CODE SECTION 27383**

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Space above this line for Recorder's use

**AGREEMENT AND IRREVOCABLE OFFER TO DEDICATE BY GIFT  
(Expansion Envelope)**

Recording requested by  
and when recorded mail to:

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION  
OFFICE OF ACQUISITION AND  
REAL PROPERTY SERVICES  
ONE CAPITOL MALL, SUITE 500  
SACRAMENTO, CALIFORNIA 95814

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**AGREEMENT AND IRREVOCABLE OFFER TO DEDICATE BY GIFT**  
(Expansion Envelope)

This Agreement and Irrevocable Offer to Dedicate ("Agreement") is made on this 18<sup>th</sup> day of February, 2005 by **HEARST HOLDINGS, INC.**, a Delaware corporation ("Hearst" or "Grantor"), to the **STATE OF CALIFORNIA**, acting on behalf of the Department of Parks and Recreation of the State of California ("Grantee"), hereinafter collectively referred to as the "Parties".

**RECITALS**

- A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 81,777 acres, located in San Luis Obispo County, California, and described in "Exhibit A" attached hereto (the "Ranch").
- B. Grantee is a "qualified organization" as defined by Section 170(h)(3) of the Internal Revenue Code.
- C. This Agreement is being granted in connection with conservation transactions collectively affecting the entirety of the Ranch. These transactions include the grant by Grantor to American Land Conservancy, a California nonprofit public benefit corporation, of a conservation easement over most of the Ranch, pursuant to that certain Deed of Conservation Easement and Agreement Concerning Easement Rights, recorded in the Official Records of San Luis Obispo County, California, on February 18, 2005, as Document No. 2005013388 (the "East Side Easement").
- D. In connection with Grantee's operation of the Hearst Castle Visitors Center on that certain real property surrounded by the Ranch, and described in that certain Deed of Gift to the State of California recorded on March 14, 1958, in the Official Records of San Luis Obispo County, California, in Volume 931, at Page 487, and in that certain deed to the State of California, dated January 29, 1985, and recorded in the Official Records of San Luis Obispo County, California,

in Volume 2691, at Page 124 (the "Visitor's Center"), Grantee is evaluating the potential expansion of its administration area around the Visitors Center. Two areas within the Ranch and adjacent to the Visitors Center have been identified as potential areas within which future expansion of Grantee's administration facilities adjacent to the Visitors Center (the "Administration Facilities") could occur and which Grantor is willing to make an irrevocable offer to dedicate property interests to Grantee (the "Expansion Envelope"). The legal description for the Expansion Envelope, together with a map depicting the location thereof, is attached hereto as "Exhibit B" and incorporated herein by this reference.

E. The parties intend by this Agreement to integrate multiple public benefits of the overall conservation goals for the Ranch by: allowing Grantee to expand its Administrative Facilities; providing resource protection consistent with the East Side Easement; and continuing the working landscape agricultural operation of the Ranch with minimal disruptions resulting from these transactions.

F. Subject to the terms and conditions of this Agreement and to the normal planning, design and environmental review process by Grantee, it is the intent of the parties by this Agreement to allow Grantee to expand its Administrative Facilities on up to two (2) acres within the Expansion Envelope.

#### **AGREEMENT AND IRREVOCABLE OFFER TO DEDICATE**

Grantor hereby irrevocably offers to dedicate by grant deed to Grantee, its permitted successors and assigns, up to a maximum of two (2) acres of the Expansion Envelope (the "Dedication Area"), subject to the following terms and conditions of this Agreement.

1. **Right to Expand Administration Facilities within Expansion Envelope.** Grantee, at Grantee's sole cost and expense, shall have the right to expand its Administration Facilities (the "Expansion Right") within a Dedication Area selected by Grantee from the Expansion Envelope. Grantee shall be entitled to exercise the Expansion Right and receive and accept the dedication of the Dedication Area at the Closing (as defined below) as provided herein. At such time as the Dedication Area has been dedicated and conveyed by Grantor to Grantee as provided herein, Grantor's dedication obligations to Grantee hereunder shall be satisfied in full. The determination to exercise or not the Expansion Right shall be at Grantee's sole discretion.

2. **Exercise of Expansion Right; Notice of Determination of Dedication Area.** Grantee shall exercise its Expansion Right by providing Grantor written notice thereof (the "Exercise Notice") not later than one hundred eighty (180) days prior to the proposed Closing Date provided for in Section 4(a)

below in accordance with the notice provisions set forth in Section 12 below. The Exercise Notice shall specify each of the following:

(a) the legal description for the portion(s) of the Expansion Envelope designated by Grantee as the Dedication Area for Grantee's expansion of its Administration Facilities (the "Expansion Project"); and

(b) Grantee's plan (the "Screening Plan") to screen the Visitor's Center, including the Dedication Area, from the view of Hearst Castle, Highway 1 (as it is aligned at the time of the Exercise Notice) and the Hearst Ranch headquarters area, including the main ranch entrance road (collectively the "Protected Views"). The Screening Plan shall be subject to Grantor's review and approval (such approval not to be unreasonably withheld). The following viewshed criteria and definitions shall apply:

(i) Screening: For purposes of these viewshed criteria, "Screen" or "Screened" shall mean not visible from any of the Protected Views, except for *de minimus* visibility. Distance from the Protected Views is to be considered a factor in determining whether visibility is *de minimus*.

(ii) Landscaping: Any landscaping used to provide required screening shall consist of native or existing types of vegetation and, within five (5) years from construction or installation, must be of sufficient size and density to meet the screening criteria ("Landscaping").

(iii) Design: When Landscaping is used to achieve required screening, esthetically compatible, non-reflective materials and finishes also shall be used for any portions of buildings or structures that will be visible from any of the Protected Views until such building or structure portions are Screened by the Landscaping.

(iv) Illumination: Lighting shall be kept at levels reasonably appropriate for the purpose of the illumination, comply with all applicable laws, codes and regulations and be designed and implemented to minimize light visible from the Protected Views.

(v) Maintenance of Screening: Grantee shall maintain all vegetative screening required by the Screening Plan, and replace any vegetative screening that becomes ineffective, regardless of the cause.

### **3. Temporary Right of Entry for Planning and Design Purposes.**

Subject to the terms and conditions set forth herein, and in connection with Grantee's planning and design of the Expansion Project within the Dedication Area, beginning on the Effective Date of this Agreement, Grantee, through its agents, contractors, employees, licensees, permittees, and representatives (collectively, "Grantee's Agents"), shall be entitled to enter upon Grantor's

property within the Expansion Envelope to conduct the design and planning of the Expansion Project within the Dedication Area (collectively, the "Design Activities"). The access authorized under this Section 3 shall be conducted only in a manner which shall not unreasonably interfere with Grantor's use or enjoyment of the Expansion Envelope and shall be preceded by reasonable notice to Grantor's ranch manager. Grantee acknowledges and agrees that any use of the Expansion Envelope by Grantee or Grantee's Agents other than for the Design Activities, including, without limitation, erecting of any buildings or other improvements on any portion of the Expansion Envelope prior to the Closing Date is prohibited.

#### **4. Closing.**

(a) Closing Date and Deliveries. On a date mutually acceptable to Grantor and Grantee (the "Closing Date"), but in no event less than one hundred eighty (180) days after delivery by Grantee to Grantor of the Exercise Notice, the closing of the following transactions (collectively, the "Closing") shall occur through an escrow (the "Escrow") with First American Title Company in San Luis Obispo County, California (or such other title company mutually acceptable to Grantor and Grantee) in the following order:

(i) Grantee shall record in the Official Records of San Luis Obispo County, California (the "Official Records"), a quitclaim deed to eliminate any rights of Grantee with respect to the Expansion Envelope other than the Dedication Area (the "Grantor Retained Area"), which quitclaim deed shall be in form and substance reasonably satisfactory to Grantee and Grantor;

(ii) Grantor and the holder of the East Side Easement shall record in the Official Records an amendment to the East Side Easement to provide that the Grantor Retained Area shall be subject to the East Side Easement; and

(iii) Grantor shall record in the Official Records a grant deed, gifting and conveying to Grantee Grantor's fee interest in the Dedication Area subject to the covenants and restrictions on use provided for in Section 5 below, with a Certificate of Acceptance by Grantee affixed thereto, which shall be in form and substance consistent with that attached hereto as "Exhibit C."

(b) Prorations and Closing Costs. Real property taxes shall not be prorated as of close of Escrow. Grantor reserves the right to claim a refund of any overpayment of real property taxes or assessments following the Closing. Grantee shall pay all closing fees and expenses of Closing including, without limitation, all escrow fees, documentary transfer taxes, recording costs and premiums for any policies of title insurance required by Grantee, and Grantor shall have no responsibility for any such closing fees or expenses for any Closing.

(c) Condition of Closing. Closing shall be conditioned upon Grantor's review and approval of the Screening Plan.

5. **Restriction on Use, Maintenance of Screening and Fencing.** Grantee covenants and agrees that the Dedication Area shall be used solely as Grantee's Administration Facilities and shall not be open to the general public (the "Permitted Use"). Grantee acknowledges and agrees that any use of the Dedication Area by Grantee or Grantee's Agents other than the Permitted Use is prohibited. Grantee further covenants and agrees to construct, install and maintain the screening of the Visitor's Center in compliance with the approved Screening Plan. Grantee shall install and maintain livestock fencing of the Dedication Area.

6. **Compliance with Laws.** Grantee shall perform all of its Design Activities and its activities under Section 5 above in a good and workmanlike manner so as to ensure protection of the environment, and health and safety of the public and shall comply with all applicable federal, state or local laws, regulations, decisions or orders of courts, administrative bodies or governmental agencies, ordinances, codes, permits or permit conditions, currently existing and as amended, enacted, issued, adopted or imposed in the future.

7. **Indemnification by Grantee.** Grantee shall indemnify, defend, assume all liability for, and hold harmless Grantor and its directors, officers, employees, agents and representatives (the "Grantor Indemnified Parties"), from and against any and all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) caused by any entry on the Expansion Envelope under Section 3 above, or any Construction Activities conducted by Grantee as provided herein, or any breach of Grantee's covenants under Section 3 and Section 5 above, except to the extent caused by the gross negligence or willful misconduct of any Grantor Indemnified Parties. The indemnification obligations set forth in this Section shall survive the dedication and conveyance of the Dedication Area by Grantor to Grantee, as provided herein.

8. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use its property within the Expansion Envelope, or any portion thereof, for any and all purposes which are not inconsistent with, and which will not unreasonably interfere with Grantee's rights hereunder; *provided*, after the Closing Date, Grantor shall have no right to use of the Dedication Area and Grantee shall have no right to use of the Grantor Retained Area.

9. **Interpretation.** If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such

provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

10. **Captions.** The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.

11. **Perpetual Duration.** The rights and obligations created by this Agreement shall be a servitude running with the land in perpetuity. Every provision of this Agreement that applies to Grantor and Grantee shall also apply to and be binding upon their respective agents, heirs, executors, administrators, successors and assigns. The rights reserved and retained herein by Grantor as owner of the Ranch are appurtenant to the Ranch, run with the land and accrue to the benefit of Grantor and Grantor's successors.

12. **Notices.** Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, addressed as follows or such other address as either Party from time to time shall designate by written notice to the other.

To GRANTOR:      HEARST HOLDINGS, INC.  
                         Attention: Stephen T. Hearst  
                         Vice President and General Manager  
                         San Simeon Ranch Division  
                         5 Third Street, Suite 200  
                         San Francisco, CA 94103  
                         Telephone: (415) 777-8764  
                         Fax: (415) 543-3490

With copies to:    Hearst Holdings, Inc.  
                         Attention: General Counsel  
                         959 8th Avenue  
                         New York, NY 10019

TO GRANTEE:      STATE OF CALIFORNIA  
                         Department Of Parks And Recreation  
                         Office of Acquisition and  
                         Real Property Services  
                         One Capitol Mall, Suite 500  
                         Sacramento, CA 95814  
                         Telephone: (916) 653-9946  
                         Fax: (916) 653-4510

13. **Laws Currently in Effect.** All references in this Agreement to statutes, regulations and other laws shall be deemed to refer to those statutes,

regulations and laws currently in effect, or as amended (or any successor provision then applicable).

14. **Entire Agreement.** This Agreement sets forth the entire agreement of the Parties with respect to the Expansion Envelope and supersedes all prior discussions, negotiations, understandings or agreements relating to the Expansion Envelope, all of which are herein merged.

15. **Attorneys' Fees.** Should proceedings be brought to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such proceedings shall be entitled to recover from the non-prevailing Party its costs, including reasonable attorneys' and experts' fees.

16. **Permission.** Whenever permission, consent or approval ("permission") is required pursuant to this Agreement, such permission shall be obtained in advance and in writing signed by the Party from whom permission is to be obtained. Whether permission should be granted or denied shall be determined based upon the purposes of this Agreement, and shall not be unreasonably withheld, unless consent or permission is specified in the Agreement as being within the sole discretion of a Party.

17. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference:

Exhibit A: Ranch Legal Description  
Exhibit B: Expansion Envelope Legal Description and Map  
Exhibit C: Grant Deed Form

18. **Effective Date.** This Agreement is effective as of the date of recordation in the Official Records.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



19. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records.

Agreed to and executed by:

HEARST HOLDINGS, INC.,  
GRANTOR:

By: Stephen T. Hearst  
Stephen T. Hearst  
Vice President and General Manager  
San Simeon Ranch Division

Date: 2/10/05

DEPARTMENT OF PARKS AND RECREATION,  
STATE OF CALIFORNIA  
GRANTEE:

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

19. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records.

Agreed to and executed by:

HEARST HOLDINGS, INC.,  
GRANTOR:

By: \_\_\_\_\_  
Stephen T. Hearst  
Vice President and General Manager  
San Simeon Ranch Division

Date: \_\_\_\_\_

DEPARTMENT OF PARKS AND RECREATION,  
STATE OF CALIFORNIA  
GRANTEE:

By:   
Stephen R. Lehman  
Deputy Director

Date: 2/16/05

STATE OF CALIFORNIA )

COUNTY OF SACRAMENTO )

On February 10, 2005, before me, the undersigned, a notary public for the state,  
personally appeared Stephen T. Hearst.

- ☒ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn A. Hustrei  
Kathryn A. Hustrei



NOTARY SEAL

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2005, before me, the undersigned, a notary public for the state,  
personally appeared \_\_\_\_\_.

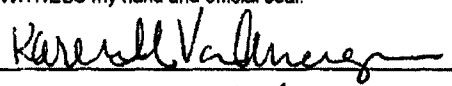
- ☐ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY SEAL

STATE OF California )  
COUNTY OF Sacramento )  
On February 16, 2005, before me, the undersigned, a notary public for the state,  
personally appeared Stephen R. Lehman.  
☒ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.  
WITNESS my hand and official seal.  
  
Print Name: Karen M. Van Amerongen



**EXHIBIT "A"**  
**RANCH LEGAL DESCRIPTION**

**PARCEL 1: (Certificate of Compliance 2001-067946)**

Government Lot 2 of Section 3, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 2: (Certificate of Compliance 2001-067947)**

Government Lots 2, 3 and 4 of Section 2; and Government Lot 1 of Section 3, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 3: (Certificate of Compliance 2001-067948)**

The Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and the South half of the Northwest Quarter of Section 2, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 4: (Certificate of Compliance 2001-067949)**

The East half of the Southwest Quarter of Section 2, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 5: (Certificate of Compliance 2001-067950)**

The West half of the Northwest Quarter of Section 11; and the West half of the Southwest Quarter of Section 2, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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RRM: N:\1995\95424 Hearst Ranch\Engineering\PRODUCT\TITLE RESEARCH\Conservation Easement\Tab 11-Exhibit A-Ranch Legal Description.doc

MAAS: 231781v1 - 2/2/05 & 2/10/05

FATCO: 933521

**PARCEL 6: (Certificate of Compliance 2001-067951)**

The South half of the Southeast Quarter of Section 2; and the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 11, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 7: (Certificate of Compliance 2001-067952)**

The Southeast Quarter of the Northwest Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 8: (Certificate of Compliance 2001-067953)**

The Southwest Quarter of the Northeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 9: (Certificate of Compliance 2001-067954)**

The East half of the Northeast Quarter of Section 11; and the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 12, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 10: (Certificate of Compliance 2001-067955)**

The Northeast Quarter of the Southeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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FATCO: 933521

**PARCEL 11: (Certificate of Compliance 2001-067956)**

The North half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 12: (Certificate of Compliance 2001-067957)**

The Southwest Quarter of the Southwest Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 13: (Certificate of Compliance 2002-028672)**

A portion of that real property situated in the County of San Luis Obispo, State of California, described in the deed recorded April 29, 1946 in the Office of the County Recorder of said County in Volume 399 of Official Records at Page 429, more particularly described as follows:

The Southeast Quarter of the Southeast Quarter in Section 10, the East half of the Northeast Quarter, and that portion of Lot 6 lying Northerly of the road as said road existed March 2, 1942 all in Section 15, Township 25 North, Range 6 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California.

**PARCEL 14: (Certificate of Compliance 2002-028673)**

A portion of that real property situated in the County of San Luis Obispo, State of California, described in the deed recorded April 29, 1946 in the Office of the County Recorder of said County in Volume 399 of Official Records at Page 429, more particularly described as follows:

The Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, Lots 2, 3, 4 and that portion of Lot 5 lying Northerly of the road as said road existed March 2, 1942 all in Section 15, Township 25 North, Range 6, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California.

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FATCO: 933521

**PARCEL 15: (Certificate of Compliance 2001-067958)**

The Northwest Quarter of the Southwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 16: (Certificate of Compliance 2001-067959)**

The West half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 17: (Certificate of Compliance 2001-067960)**

The West half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 18: (Certificate of Compliance 2001-067961)**

The South half of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter of Section 11; and the Northeast Quarter of the Northeast Quarter of Fractional Section 14, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 19: (Certificate of Compliance 2001-067962)**

The Southeast Quarter, the Southeast Quarter of the Southwest Quarter, and Government Lot 1 of Fractional Section 14; and South half of the Southwest Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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RRM: N:\1995\95424 Hearst Ranch\Engineering\PRODUCT\TITLE RESEARCH\Conservation Easement\Tab 11-Exhibit A-Ranch Legal Description.doc

MAAS: 231781v1 - 2/2/05 & 2/10/05

FATCO: 933521



**PARCEL 20: (Certificate of Compliance 2001-067963)**

Government Lots 1 and 3, and the North half of the Northeast Quarter of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 21: (Certificate of Compliance 2001-067964)**

Government Lot 2 of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 22: (Certificate of Compliance 2001-067965)**

Government Lot 4 of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 23: (Certificate of Compliance 2001-067966)**

Government Lots 1 and 2, and the Southwest Quarter of the Southeast Quarter of Fractional Section 24; and Government Lot 1 of Fractional Section 25, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 24: (Certificate of Compliance 2001-067967)**

The South half of the North half, the North half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter of Fractional Section 24, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 25: (Certificate of Compliance 2001-067968)**

The North half of the Northeast Quarter and the North half of the Northwest Quarter of Fractional Section 24, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of

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MAAS: 231781v1 - 2/2/05 & 2/10/05

FATCO: 933521

San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 26: (Certificate of Compliance 2001-067969)**

The North half of the Southwest Quarter and the West half of the Southeast Quarter of Section 13, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 27: (Certificate of Compliance 2001-067970)**

The East half of the Southeast Quarter of Section 13, in Township 25 South, Range 6 East; Government Lots 3 and 4 of Section 18, in Township 25 South, Range 7 East; and Government Lots 1 and 2, the Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter of Section 19, in Township 25 South, Range 7 East, of the Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 28: (Certificate of Compliance 2001-067971)**

The Southwest Quarter of the Northeast Quarter, South half of the Northwest Quarter, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 29: (Certificate of Compliance 2001-067972)**

The Southeast Quarter of the Southeast Quarter of Section 12; and the North half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 30: (Certificate of Compliance 2001-067973)**

All of the Southwest Quarter of the Southeast Quarter and all that part of the South half of the Southwest Quarter of Section 12 which lies East of the San Carpoforo Creek; and the Northeast

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Quarter of the Northwest Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 31: (Certificate of Compliance 2001-067974)**

All that part of the South half of the Southwest Quarter of Section 12 which lies West of the San Carpoforo Creek, in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 32: (Certificate of Compliance 2001-067975)**

The Northeast Quarter of the Southwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 33: (Certificate of Compliance 2001-067976)**

The Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 34: (Certificate of Compliance 2001-067977)**

The South half of the Southeast Quarter of Section 1; and the East half of the Northeast Quarter of Section 12, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 35: (Certificate of Compliance 2001-067978)**

The West half of the Northeast Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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**PARCEL 36: (Certificate of Compliance 2001-067979)**

The Northwest Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 37: (Certificate of Compliance 2001-067980)**

The Northeast Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 38: (Certificate of Compliance 2001-067981)**

The Southeast Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 39: (Certificate of Compliance 2001-067982)**

The Southeast Quarter of the Southwest Quarter of Section 1, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 40: (Certificate of Compliance 2001-067983)**

The Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

**PARCEL 41: (Certificate of Compliance 2001-067984)**

The North half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of  
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